1856
Real Estate

This Agreement made the day of June One thousand eight hundred and fifty six Between James W Wallack of the City of New York, party of the first part and William Stuart of the City of New York, party of the second part Witnesseth that the said James W Wallack has agreed to let and hereby does let, and the said William Stuart has agreed to take and hereby does take the Theater belonging to the said James W. Wallack, known as "Wallacks Theater" and situate on the West side of Broadway between Grand and Broome Streets in the City of New York with the wardrobes scenery and properties

To have and to hold the said Theater for and during the term of six weeks to commence from the first day of July next, at and for the weekly rent of Three hundred dollars lawful money of the United States, Six hundred dollars to be paid on the thirtieth day of June instant Three hundred dollars on the seventh, fourteenth, twenty first and twenty eighth days of July next respectively

And it is further agreed that at the expiration of the said term of six weeks, the said Stuart may hold, occupy or enjoy the said Theater for an additional term of one or two weeks at the said Stuarts election at the rent above specified payable weekly in advance provided the said Stuart shall give a sufficient notice in writing to the said Wallack before the termination of the fourth week of the original term,

And the said William Stuart hereby covenants and agrees to pay the rent in manner

aforesaid, to occupy the same as a Theater, to maintain dramatic performances therein, to charge the same prices for admission as are now charged at said Theater, to retain at a reasonable remuneration the gas man, the head Carpenter and the wardrobe & property men who are now employed there, to use the scenery, wardrobe and properties of the said Theater with care and discretion under the direction of the said James W. Wallack or in default thereof that said Wallack may take possession of the same, to quit and surrender the said premises at the expiration of the said term in as good state and condition as reasonable use and wear thereof will permit, and that he will not assign let or underlet the whole or any part of the said premises under the penalty of forfeiture and damages

In Witness whereof we the said parties have hereunto set our hands & seals the day & year first above written

Signed Sealed & delivered
in presence of

Witness

J. W. Wallack.

William Stuart

AVERY CLASSICS

D4L 11573 BOX 76

332

James W. Wallack

To

W. Stuart

Agreement

Dated June 1836